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 CLERK U.S. DISTRICT COURT  
 CENTRAL DIST. OF CALIF.  
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 and Fraser Ross  
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8 **UNITED STATES DISTRICT COURT**  
 9 **CENTRAL DISTRICT OF CALIFORNIA**  
 10 **WESTERN DIVISION**

11 A-LIST, INC., DBA KITSON,  
 12 a California corporation, and FRASER  
 ROSS, an individual,

13 Plaintiffs,

14 v.

15 LUCAS DESIGN INTERNATIONAL,  
 16 INC., a California corporation, and  
 DOES 1 through 10, inclusive,

17 Defendants.  
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CASE NUMBER:

**CV10-3535 DSF(RCx)**  
 To be supplied by the Clerk of The United  
 States District Court

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT
- (2) TRADEMARK INFRINGEMENT/  
FALSE DESIGNATION OF  
ORIGIN (15 U.S.C. §§ 1114, 1125  
(a))
- (3) COUNTERFEITING (15 U.S.C.  
§ 1125(c))
- (4) TRADEMARK DILUTION (15  
U.S.C. § 1125(c))
- (5) TRADEMARK DILUTION  
UNDER CALIFORNIA LAW  
(Cal. Bus. & Prof. Code §§ 14247  
and 14272 and California common  
law)
- (6) COUNTERFEITING UNDER  
CALIFORNIA LAW (Cal. Bus. &  
Prof. Code §§ 14250 and 14272 and  
California common law)

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- (7) **UNFAIR COMPETITION** (Cal. Bus. & Prof. Code § 17200 and California common law)  
(8) **DECLARATORY RELIEF** (Fed. R. Civ. P. 57 and 28 U.S.C. §§ 2201 and 2202)

**DEMAND FOR JURY TRIAL**

1 For its complaint against Defendants Lucas Design International, Inc.  
2 ("Lucas Design") and Does 1 through 10, inclusive, Plaintiffs A-List, Inc., dba  
3 Kitson ("Kitson"), and Fraser Ross ("Ross") allege as follows:

4 **THE PARTIES**

5 1. Plaintiff A-List, Inc. dba Kitson is a California corporation with its  
6 principal place of business at 115 South Robertston Boulevard, Los Angeles,  
7 California 90048.

8 2. Plaintiff Fraser Ross is owner of A-List, Inc. dba Kitson.

9 3. Defendant Lucas Design International, Inc. is a California  
10 corporation, with its principal place of business at 2520 West 6th Street, Los  
11 Angeles, CA 90057.

12 4. Plaintiffs are informed and believe, and thereon allege, that the  
13 defendants named herein as Does 1 through 10 are in some manner responsible for  
14 the events and wrongful conduct described herein, and are liable to Plaintiffs for  
15 the damages they have incurred. The true names and capacities of said defendants,  
16 whether individual, corporate, associate or otherwise, are unknown to Plaintiffs,  
17 who therefore sue said defendants by such fictitious names. Plaintiffs will amend  
18 this Complaint to allege their true names and capacities when they have been  
19 ascertained.

20 **JURISDICTION AND VENUE**

21 5. This Court has subject matter jurisdiction over Plaintiffs' claim for  
22 trademark infringement/false designation of origin, pursuant to 15 U.S.C. §  
23 1125(a), and 28 U.S.C. §§ 1331 and 1338(a). This Court has subject matter  
24 jurisdiction over Plaintiffs' claim for counterfeiting pursuant to 15 U.S.C. §  
25 1117(b), and 28 U.S.C. §§ 1331 and 1338(a). This Court has subject matter  
26 jurisdiction over Plaintiffs' claim for trademark dilution pursuant to 15 U.S.C.  
27 § 1125(c), and 28 U.S.C. §§ 1331 and 1338(a). This Court has jurisdiction over  
28 Plaintiffs' remaining claims (*i.e.*, breach of contract, trademark dilution under



1 California law, counterfeiting under California law, and statutory and common law  
2 unfair competition) pursuant to 28 U.S.C. §§ 1367(a) and 1338(b), because the  
3 state law claims are so related to the federal trademark claims that they form part  
4 of the same case or controversy and derive from a common nucleus of operative  
5 facts.

6 6. Venue is proper in this District and before this Court pursuant to  
7 28 U.S.C. §§ 1391(b)(c) and 1400(a), because Lucas Design is deemed to reside in  
8 this District, and a substantial part of the events giving rise to this action occurred  
9 in this District.

### 10 INTRODUCTION

11 7. Plaintiffs bring this action to stop Defendants from unlawfully  
12 manufacturing and selling tote bags bearing the Kitson trademark in violation of  
13 (a) Ross' exclusive trademark rights, and (b) an exclusive License Agreement (the  
14 "License") among Lucas Design, Kitson and Ross. Lucas Design's infringement is  
15 particularly harmful to Plaintiffs because Lucas Design is authorized under the  
16 License to manufacture certain products (excluding tote bags) bearing the Kitson  
17 trademark. Lucas Design is taking advantage of its status as an authorized licensee  
18 to promote the sale of its counterfeit tote bags. Plaintiffs are informed and believe  
19 that Defendants caused the manufacture of thousands of counterfeit tote bags  
20 unlawfully bearing the Kitson trademark. Absent injunctive relief from this Court,  
21 Lucas Design will continue to manufacture, market and sell its counterfeit tote  
22 bags, undermining the sale of legitimate tote bags by Kitson, depriving Kitson of  
23 royalties, and causing irreparable injury to Plaintiffs.

24 8. On August 1, 2008, Kitson, Ross and Lucas Design entered into  
25 the License, which granted Lucas Design a license to manufacture and sell certain  
26 products bearing the Kitson trademark in return for a specified royalty, payable  
27 quarterly. The License expressly excluded tote bags from the products Lucas  
28 Design was authorized to produce. Despite the plain language of the License,

1 Lucas Design disregarded Kitson's intellectual property rights, counterfeited  
2 Kitson tote bag designs and distributed and sold the inferior products at exorbitant  
3 prices. Lucas Design's conduct is a material and incurable breach of the License,  
4 which has caused substantial damage to Plaintiffs. Plaintiffs' damages continue to  
5 accrue.

6 **PLAINTIFFS' BUSINESS AND INTELLECTUAL PROPERTY**

7 9. Kitson is a leading fashion retailer and global lifestyle brand. It  
8 offers a comprehensive range of trendsetting apparel, footwear, accessories,  
9 eyewear, apothecary and other items available at boutiques across Los Angeles. It  
10 also carries exclusive lines from well-known premium brands of clothing and  
11 accessories.

12 10. Ross founded Kitson in 2000. "Kitson" is Ross' middle name.  
13 Ross has registered "Kitson" as a trademark with the United States Patent and  
14 Trademark office as Nos. 3217006 (class 35) and 76648641 (classes 03 and 25).  
15 Ross has licensed Kitson to produce and sell a wide variety of apparel and other  
16 products using his registered trademark.

17 11. Kitson's registered brands and logos are synonymous with the  
18 latest trends in today's fashion. Kitson's registered brands and logos, whether on a  
19 product, packaging or product literature, are easily identifiable symbols to  
20 consumers.

21 12. As a consequence of Kitson's advertising, marketing and  
22 promotional efforts, and the high quality maintained for all Kitson brand products  
23 over the years, the Kitson brand and logo have acquired considerable value and  
24 become well-known to the consuming public and trade throughout the world. The  
25 public recognizes the Kitson brand and logo as distinguishing Kitson's products  
26 from the goods of others.

27 13. Since 2000, Kitson has expended a great deal of time, effort and  
28 money in the promotion of the Kitson brand and logo. Through extensive



1 advertising, both nationally and worldwide, the Kitson brand and logo have  
2 become famous throughout the United States and the world.

3 14. Because of Kitson's extensive promotional activities involving the  
4 Kitson brand and logo and as a consequence of Kitson's fair and honorable  
5 dealings with its customers, the relevant consuming public has come to recognize  
6 products bearing the Kitson brand and logo. One of Kitson's most profitable and  
7 successful products is a line of tote bags. In 2009, Kitson developed a sequin tote  
8 bag that became immensely popular. Sales of the Kitson sequin tote bag exceeded  
9 \$10 million during the period from March 1, 2009 to present.

#### 10 **THE EXCLUSIVE LICENSE AGREEMENT**

11 15. On or about August 1, 2008, Kitson, Ross and Lucas Design  
12 entered into the License. Section 1 of the License defines the "Products" that  
13 Lucas Design is authorized to manufacture and sell to include "Headwear and Hair  
14 Accessories," "Jewelry," "Watches," "Handbags and small leather goods," and  
15 "Belts." Section 1 specifically states the handbags and leather goods that Lucas  
16 Design is authorized to manufacture and sell "exclude[es] tote bags and  
17 backpacks."

18 16. Section 5 of the License states that Lucas Design must obtain prior  
19 written approval for any product produced under the License and confers upon  
20 Fraser Ross and/or Kitson's designated representative the "final approval on all  
21 creative, designs, and quality for the Products."

22 17. In Section 23 of the License, Lucas Design agreed that it "will not  
23 use (including, without limitation, as part of its company name) or permit the use  
24 of the [Kitson's intellectual] property for any purpose or use other than those  
25 connected with the rights granted herein." Moreover, Lucas Design agreed to  
26 "cooperate with Licensor [Kitson] in this respect by incorporating appropriate  
27 copyright and/or trademark notices and protections on tags appearing on the  
28 Products, and on Collateral Material."

1           18. Section 24(f) of the Agreement permits Kitson to terminate the  
2 License if Lucas Design “fails to immediately discontinue the advertising,  
3 distribution or wholesale of Products which do not contain the appropriate legal  
4 legend or notice and/or do not have appropriate tags and labels affixed thereto as  
5 stipulated in sections 23 and in the Kitson LA style guidelines to be provided to  
6 Lucas.” Moreover, for any violation of Section 24(f), Kitson is entitled to “\$500  
7 for each Product item sold by Licensee [Lucas Design] that does not comply with  
8 section 23 and/or the Kitson LA style guidelines.” In addition, Section 24(f)  
9 permits Kitson to recover “actual damages, lost profits, attorneys’ fees and costs  
10 for any unlawful activity subsequent to the execution of th[e] Agreement.”

11           **ILLEGAL SALE OF COUNTERFEIT KITSON TOTE BAGS**

12           19. Under the License, Lucas Design operated as Kitson’s exclusive  
13 licensee worldwide except for Japan. In or around September of 2008, Lucas  
14 Design began manufacturing, wholesaling and distributing Kitson brand handbags  
15 and jewelry pursuant to the License. As part of its license, Lucas Design obtained  
16 design directions and approvals from Ross and Kitson’s director of operations,  
17 Dean Khial.

18           20. In the Fall of 2009, Lucas Design orchestrated a plan to  
19 manufacture, wholesale, distribute and sell Kitson tote bags (including the highly  
20 desirable sequin tote) in violation of the parties’ License. Knowing that its  
21 exclusive license did not extend to Kitson brand tote bags, Lucas Design devised a  
22 strategy whereby it would (1) counterfeit the Kitson brand tote bags and sell them  
23 for a fraction of the cost paid by Kitson for its genuine bags; (2) conceal evidence  
24 of any sales of counterfeit Kitson brand sequin tote bags, and (3) sell the  
25 counterfeit bags at a substantial mark-up – over twice Kitson’s sale price for the  
26 same product.

27           21. In or around January 2010, Mr. Ross and Mr. Khial made several  
28 phone calls and sent several e-mails demanding that Lucas Design provide a



1 complete list of retailers that were selling Kitson branded products produced by  
2 Lucas Design under the License, together with photographs of the Kitson display at  
3 each such retailer. Lucas Design failed to respond to any of these phone calls or e-  
4 mails.

5           22. As a direct consequence of Lucas Design's material breach of the  
6 License, Plaintiffs have incurred and continue to incur substantial damages. To  
7 date, Plaintiffs have learned that Lucas Design is selling counterfeit Kitson tote  
8 bags in one or more retailers in Taiwan through a distributor named Princess Mia,  
9 Inc. (whose invoices refer to the tote bag as a "day bag"). Lucas Design is also  
10 distributing counterfeit Kitson tote bags through online merchants associated with  
11 yahoo.com and blingbling.com, which are available to U.S. customers. Lucas  
12 Design's sales of counterfeit Kitson tote bags have substantially undermined  
13 Kitson's ability to sell genuine Kitson tote bags, both in the United States and in  
14 Asia.

15                           **FIRST CLAIM FOR RELIEF**  
16                           **BREACH OF CONTRACT**

17                           (Against Lucas Design)

18           23. Plaintiffs reincorporate and reallege by this reference the  
19 allegations of paragraphs 1 through 22, inclusive.

20           24. Beginning in 2009, Lucas Design breached the License by  
21 orchestrating a plan to manufacture, wholesale, distribute and sell counterfeit  
22 Kitson brand tote bags. The counterfeit sequin tote bags are virtually identical to  
23 the genuine Kitson sequin tote bags, except that they employ a pink liner that was  
24 specifically disapproved by Ross because it includes the phrase "Caution DUI,"  
25 which Ross believes degrades and demeans the Kitson trademark. Another  
26 counterfeit tote bag is virtually identical to the genuine tote produced by Kitson  
27 except that the grommets on the bag do not bear the Kitson name, and it employs  
28 the same disapproved liner.



1           25. As a direct and proximate result of Lucas Design's breach of its  
2 obligations set forth in the License, Plaintiffs have suffered damages in an amount  
3 to be proven at trial but which Plaintiffs believe will far exceed the sum of \$2  
4 million in actual damages, plus lost profits, attorneys' fees and costs.

5                           **SECOND CLAIM FOR RELIEF**

6                   **TRADEMARK INFRINGEMENT/FALSE DESIGNATION OF ORIGIN**

7                           (15 U.S.C. §§ 1114 and 1125(a))

8                           (Against All Defendants)

9           26. Plaintiffs reincorporate and reallege by this reference the  
10 allegations of paragraphs 1 through 25, inclusive.

11           27. Ross is the sole and exclusive owner of the Kitson trademark (the  
12 "Kitson Mark"). Ross has licensed Kitson to produce and sell a wide variety of  
13 apparel and other products using his registered trademark. As a consequence of  
14 Plaintiffs' advertising, marketing and promotional efforts, and the high quality  
15 maintained for all Kitson products over the years, the Kitson Mark has acquired  
16 considerable value. It has become well-known to the consuming public and trade  
17 throughout the world as being associated with Kitson and favorably received by  
18 the public. The public recognizes the Kitson Mark as distinguishing Kitson's  
19 products from the goods of others.

20           28. As a result, the Kitson Mark is distinctive and/or suggestive, and at  
21 a minimum, has acquired secondary meaning by purchasers and the public  
22 associating the Kitson Mark with Kitson.

23           29. Goods bearing the Kitson Mark, such as the Kitson tote bags  
24 (including the highly desirable sequin tote), are understood by customers to be  
25 authorized, licensed, affiliated with and/or endorsed by Kitson.

26           30. Defendants' marketing and/or sale of the Kitson tote bags  
27 (including the highly desirable sequin tote) bearing the Kitson Mark, without the  
28 authorization, license, or permission of Plaintiffs, is likely to cause confusion,

1 mistake, or deception as to the source, origin, authorization, and/or approval of the  
2 merchandise sold by Defendants in violation of Sections 32(a) and 43(a) of the  
3 Lanham Act, 15 U.S.C. §§ 1114(a), 1125(a). Specifically, Defendants' activities  
4 are likely to lead the public to conclude, incorrectly, that Defendants' counterfeit  
5 tote bags are manufactured, authorized, licensed, and/or endorsed by Plaintiffs,  
6 and/or that Defendants are is affiliated, connected and/or associated with Plaintiffs,  
7 to the damage and harm of Plaintiffs and the public.

8           31. Plaintiffs are entitled to recover Defendants' profits and reasonable  
9 royalties, together with Plaintiffs' damages, each of which may be trebled, as well  
10 as costs of the action and reasonable attorneys' fees pursuant to Section 35(a) of  
11 the Lanham Act, 15 U.S.C. § 1117(a).

12           32. Defendants' intentional and willful activities have caused, and will  
13 continue to cause, irreparable harm to Plaintiffs, for which Plaintiffs have no  
14 adequate remedy at law, in that: (i) The Kitson Mark is a unique and valuable  
15 property right which has no readily determinable market value; (ii) Defendants'  
16 infringement constitutes an interference with Plaintiffs' goodwill and customer  
17 relationships, and will substantially harm Plaintiffs' reputation and the Kitson  
18 Mark as a source of high quality goods as well as dilute the substantial value of  
19 Kitson's name and the Kitson Mark; and (iii) Defendants' wrongful conduct, and  
20 the damages resulting to Plaintiffs, are continuing. Accordingly, Plaintiffs are  
21 entitled to preliminary and permanent injunctive relief pursuant to 15 U.S.C.  
22 § 1116(a), and to an order under 15 U.S.C. § 1118 impounding all copies of  
23 infringing products. Plaintiffs also are entitled to, among other things, the cost of  
24 corrective advertising.

25           33. Defendants' unlawful and willful conduct renders this case an  
26 exceptional case, further entitling Plaintiffs to recover its attorneys' fees and costs  
27 of suit pursuant to 15 U.S.C. § 1117.



**THIRD CLAIM FOR RELIEF**

**COUNTERFEITING**

(15 U.S.C. § 1117(b))

(Against All Defendants)

34. Plaintiffs incorporate and reallege by this reference the allegations of paragraphs 1 through 33, inclusive.

35. Ross is the sole and exclusive owner of the registered Kitson Mark, in connection with which Kitson and its licensees have marketed, advertised and promoted high quality goods. As a consequence of Plaintiffs' advertising, marketing and promotional efforts, and the high quality maintained for all Kitson products sold over the years, the Kitson Mark has acquired considerable value and have become well-known to the consuming public and trade throughout the world as being associated with Kitson and favorably received by the public. The public recognizes the Kitson Mark as distinguishing Kitson's products from the goods of others.

36. Defendants have infringed Plaintiffs' registered trademark by intentionally using the Kitson Mark in connection with the same goods and services covered by Plaintiffs' trademark registrations. Defendants are knowingly marketing products bearing marks that are identical or substantially indistinguishable from the Kitson Mark.

37. Defendants' conduct constitutes counterfeiting, as specified in 15 U.S.C. § 1117(b). Accordingly, Plaintiffs are entitled to statutory damages at its election in accordance with 15 U.S.C. § 1117(c).

**FOURTH CLAIM FOR RELIEF**

**FEDERAL TRADEMARK DILUTION**

(15 U.S.C. § 1125(c))

(Against All Defendants)

38. Plaintiffs incorporate and reallege by this reference the allegations



1 of paragraphs 1 through 37, inclusive.

2 39. For several years, Plaintiffs have caused the aggressive and  
3 effective protection and promotion of the Kitson Mark throughout the United  
4 States and the world. As a result, the Kitson Mark has become famous within the  
5 meaning of 15 U.S.C. § 1125(c).

6 40. After the Kitson Mark became famous and well-known,  
7 Defendants misappropriated the Kitson Mark for their own use and commercial  
8 advantage, in blatant disregard of Plaintiffs' rights, and in a manner that will cause  
9 dilution of the distinctive quality of Kitson's Mark.

10 41. As a result, Plaintiffs stand to suffer irreparable harm and dilution  
11 to its registered Kitson Mark through tarnishing and blurring of those marks, and  
12 Plaintiffs therefore are entitled to preliminary and permanent injunctive relief  
13 pursuant to 15 U.S.C. § 1125(c)(2).

14 42. Plaintiffs are informed and believe, and on that basis alleges, that  
15 by engaging in the conduct described herein, Defendants willfully intended to trade  
16 on Plaintiffs' goodwill and reputation of its Kitson Mark. As such, Plaintiffs are  
17 entitled to damages in accordance with 15 U.S.C. § 1125(c)(2), in an amount to be  
18 proven at trial.

19 **FIFTH CLAIM FOR RELIEF**

20 **TRADEMARK DILUTION UNDER CALIFORNIA LAW**

21 (Cal. Bus. & Prof. Code §§ 14247 and 14272 and California Common Law)

22 (Against All Defendants)

23 43. Plaintiffs reincorporate and reallege by this reference the  
24 allegations of paragraphs 1 through 42, inclusive.

25 44. Defendants' conduct dilutes the distinctive quality of the Kitson  
26 Mark. These acts constitute trademark dilution under California Business and  
27 Professions Code §§ 14247 and 14272, the analogous statutes of other states, and  
28 California common law.

1           45. Absent injunctive relief, Plaintiffs have no means by which to  
2 control Defendants' infringement and dilution of the Kitson Mark. Plaintiffs are  
3 thus entitled to injunctive relief prohibiting Defendants from continuing such acts  
4 of unfair competition.

5           46. Plaintiffs also are entitled to damages, Defendants' profits, and  
6 other damages according to proof at trial, costs, and attorneys' fees.

7           47. In performing the conduct described herein, Defendants acted  
8 despicably and with oppression, fraud or malice, intending to injure Plaintiffs and  
9 to wrongfully advantage itself at Plaintiffs' expense. By reason thereof, Plaintiffs  
10 are entitled to an award of punitive and exemplary damages against Defendants,  
11 sufficient to punish and deter it from engaging in such conduct in the future, in an  
12 amount to be ascertained at trial.

### 13                           **SIXTH CLAIM FOR RELIEF**

#### 14                           **COUNTERFEITING UNDER CALIFORNIA LAW**

15           (Cal. Bus. & Prof. Code §§ 14250 and 14272 and California Common Law)

16                           (Against All Defendants)

17           48. Plaintiffs reincorporate and reallege by this reference the  
18 allegations of paragraphs 1 through 47, inclusive.

19           49. Defendants have infringed Plaintiffs' registered trademark by  
20 intentionally using the Kitson Mark in connection with the same goods and  
21 services covered by Plaintiffs' trademark registrations. Defendants are knowingly  
22 marketing products bearing marks that are identical or substantially  
23 indistinguishable from the Kitson Mark.

24           50. Defendants' conduct constitutes counterfeiting under California  
25 Business and Professions Code §§ 14250 and 14272, the analogous statutes of  
26 other states, and California common law.

27           51. Absent injunctive relief, Plaintiffs have no means by which to  
28 control Defendants' infringement and counterfeiting of the Kitson Mark. Plaintiffs



1 are thus entitled to injunctive relief prohibiting Defendants from continuing such  
2 acts of unfair competition.

3 52. Plaintiffs also are entitled to damages, Defendants' profits, and  
4 other damages according to proof at trial, costs, and attorneys' fees.

5 53. In performing the conduct described herein, Defendants acted  
6 despicably and with oppression, fraud or malice, intending to injure Plaintiffs and  
7 to wrongfully advantage itself at Plaintiffs' expense. By reason thereof, Plaintiffs  
8 are entitled to an award of punitive and exemplary damages against Defendants,  
9 sufficient to punish and deter it from engaging in such conduct in the future, in an  
10 amount to be ascertained at trial.

### 11 **SEVENTH CLAIM FOR RELIEF**

#### 12 **UNFAIR COMPETITION**

13 (California Bus. & Prof. Code § 17200 and California Common Law)

14 (Against All Defendants)

15 54. Plaintiffs reincorporate and reallege by this reference the  
16 allegations of paragraphs 1 through 53, inclusive.

17 55. Defendants' acts have impaired Plaintiffs' goodwill, have created  
18 a likelihood of confusion and have otherwise adversely affected Plaintiffs'  
19 business and reputation by use of unfair and fraudulent business practices. These  
20 acts constitute unfair competition and unfair business practices under California  
21 Business and Professions Code § 17200, the analogous statutes of other states, and  
22 California common law.

23 56. Absent injunctive relief, Plaintiffs have no means by which to  
24 control Defendants' deceptive and confusing use of Kitson's trademark. Plaintiffs  
25 are thus entitled to injunctive relief prohibiting Defendants from continuing such  
26 acts of unfair competition. Plaintiffs also are entitled to recover Defendants'  
27 profits, as well as its costs and attorneys' fees.



1           57. In performing the conduct described herein, Defendants acted  
2 despicably and with oppression, fraud or malice, intending to injure Plaintiffs and  
3 to wrongfully advantage themselves at Plaintiffs' expense. By reason thereof,  
4 Plaintiffs are entitled to an award of punitive and exemplary damages against  
5 Defendants sufficient to punish and deter them from engaging in such conduct in  
6 the future, in an amount to be ascertained at trial.

7                           **EIGHTH CLAIM FOR RELIEF**

8                           **DECLARATORY RELIEF**

9                           (Fed. R. Civ. P. 57 and 28 U.S.C. §§ 2201 and 2202)

10                           (Against Lucas Design)

11           58. Plaintiffs reincorporate and reallege by this reference the  
12 allegations of paragraphs 1 through 57, inclusive.

13           59. Pursuant to Rule 57 of the Federal Rules of Civil Procedure and 28  
14 U.S.C. §§ 2201 and 2202, this Court may declare the rights or legal relations of  
15 any party in any case involving an actual controversy.

16           60. An actual controversy has arisen and now exists between Plaintiffs  
17 and Lucas Design, in that Plaintiffs contend that Lucas Design is not authorized to  
18 sell, transfer, market, or use any tote bags from Kitson's inventory which bear the  
19 Kitson Mark.

20           61. Plaintiffs are informed and believe that Lucas Design disputes  
21 Plaintiffs' position, and that Lucas Design can claim the right to sell, transfer,  
22 market, or use tote bags from Kitson's inventory even to the extent that such goods  
23 bear the Kitson Mark.

24           62. Plaintiffs therefore request and are entitled to a judicial  
25 determination as to the rights and obligations of the parties, and such a judicial  
26 determination of these rights and obligations is necessary and appropriate at this  
27 time.

**PRAYER FOR RELIEF**

1  
2 1. Based on the foregoing allegations, Plaintiffs pray for judgment as  
3 follows:

4 2. That the Court enter a judgment in favor of Plaintiffs and against  
5 Lucas Design on all counts alleged herein;

6 3. That the Court enter a judgment against Lucas Design that it has:

7 (a) Infringed the rights of Plaintiffs in the Kitson Mark;

8 (b) Used false designations of origin, and false descriptions and  
9 representations in commerce which are likely to cause  
10 confusion, or to cause mistake, or to deceive as to the origin,  
11 sponsorship or approval under 15 U.S.C. § 1125(a);

12 (c) Diluted the Kitson Mark; and

13 (d) Engaged in unfair competition.

14 4. That the Court issue a temporary, preliminary and, thereafter,  
15 permanent injunction against Defendants, and their officers, agents, servants,  
16 employees, and all others in active concert or participation with them with notice,  
17 enjoining and restraining them from the following:

18 (a) Producing, manufacturing, marketing, designing, distributing,  
19 circulating, selling, offering for sale, advertising (including  
20 without limitation on television, in print media, and on the  
21 Internet), merchandising, importing, promoting or displaying  
22 any product that includes any reproduction, counterfeit, copy  
23 or colorable imitation of the Kitson Mark;

24 (b) Producing, manufacturing, marketing, designing, distributing,  
25 circulating, selling, offering for sale, advertising, importing,  
26 promoting or displaying any product that includes any  
27 reproduction, counterfeit, copy or colorable imitation of the  
28 Kitson Mark;

1 (c) Engaging in any other activity constituting an infringement  
2 of: (i) The Kitson Mark; (ii) any other of Kitson's rights in said  
3 names, marks and copyrights; (iii) Kitson's right to use or to  
4 exploit said names, marks, copyrights and/or trade dress; and (v)  
5 engaging in any other activity which dilutes or infringes Kitson's  
6 trademarks, names, reputation, or goodwill;

7 (d) Using any false designation of origin or false description  
8 which can or is likely to lead the trade or public, or individual  
9 members thereof, erroneously to believe either that any product  
10 manufactured, distributed, offered for sale, sold, licensed,  
11 sponsored, approved, endorsed, or authorized by Lucas Design  
12 was manufactured, distributed, offered for sale, sold, licensed,  
13 sponsored, approved, endorsed, or authorized by Plaintiffs, or that  
14 Lucas Design or its affiliates are affiliated, connected and/or  
15 associated with Plaintiffs, when such is not true in fact;

16 (e) Assisting, aiding or abetting any other person or entity in  
17 engaging in or performing any of the activities referred to in  
18 subparagraphs (a) through (d) above; and

19 (f) Destroying, concealing, altering, or otherwise disposing of  
20 any documents, electronic images or other evidence that relates or  
21 refers to the advertising, promotion, production, distribution, sale  
22 or giving away of any goods which infringe upon any of  
23 Plaintiffs' trademark, including, but not limited to, sales journals,  
24 supplier journals, customer journals, ledgers, invoices, purchase  
25 orders, inventory control documents, bank records,  
26 correspondence, e-mail messages, brochures and catalogs.

27 5. That the Court order the recall of all products which violate the  
28 foregoing currently in distribution channels; that Lucas Design be required to turn



1 over for impound, during the pendency of this action, all infringing products in its  
2 custody and control; and that Lucas Design turn over all infringing products and all  
3 matters used to make infringing products.

4           6. That the Court order Lucas Design to pay to Plaintiffs general,  
5 special, actual and/or statutory damages, according to proof at trial.

6           7. That the Court order Lucas Design to pay restitution of its profits  
7 from the above-described activities.

8           8. That Plaintiffs be awarded statutory damages for Lucas Design's  
9 counterfeiting pursuant to 15 U.S.C. § 1117(c).

10           9. That the damages awarded to Plaintiffs for Lucas Design's  
11 trademark infringement be trebled.

12           10. That the Court order Lucas Design to pay to Plaintiffs both the  
13 costs of this action and reasonable attorneys' fees incurred by Plaintiffs in  
14 prosecuting this action.

15           11. For punitive and exemplary damages in a sum to be ascertained at  
16 trial.

17           12. For the imposition of a constructive trust.

18           13. That Lucas Design be ordered to pay the costs of corrective  
19 advertising.

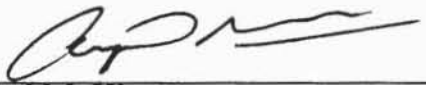
20           14. For interest at the legal rate.

1 15. For such other and further relief as the Court may deem just and  
2 proper.

3  
4 Dated: May 11, 2010

Respectfully submitted,

5 LATHAM & WATKINS LLP  
6 Marc W. Rappel  
7 Amjad M. Khan

8  
9 By   
10 Amjad M. Khan  
11 Attorneys for Plaintiffs A-List, Inc., dba  
12 Kitson, and Fraser Ross  
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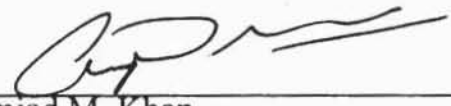
**JURY TRIAL DEMAND**

Plaintiffs hereby demand a trial by jury on all claims herein.

Dated: May 11, 2010

Respectfully submitted,

LATHAM & WATKINS LLP  
Marc W. Rappel  
Amjad M. Khan

By   
Amjad M. Khan  
Attorneys for Plaintiffs A-List, Inc., dba  
Kitson, and Fraser Ross



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Dale S. Fischer and the assigned discovery Magistrate Judge is Rosalyn M. Chapman.

The case number on all documents filed with the Court should read as follows:

**CV10- 3535 DSF (RCx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====:

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

COPY

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

A-LIST, INC., DBA KITSON, a California corporation, and FRASER ROSS, an individual,

PLAINTIFF(S)

v.

LUCAS DESIGN INTERNATIONAL, INC., a California corporation, and DOES 1 through 10, inclusive,

DEFENDANT(S).

CASE NUMBER

To be supplied by the Clerk of the United States District Court.

**CV10-3535**

**DSF (RCX)**

**SUMMONS**

TO: DEFENDANT(S): LUCAS DESIGN INTERNATIONAL, INC.

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Marc A. Rappel and Amjad M. Khan, whose address is 355 South Grand Avenue, Los Angeles, CA 90071-1560. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

Dated: MAY 11 2010

By: NATALIE LONGORIA  
Deputy Clerk



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

1198



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

<b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> ) A-LIST, INC., DBA KITSON, a California corporation, and FRASER ROSS, an individual	<b>DEFENDANTS</b> LUCAS DESIGN INTERNATIONAL, INC., a California corporation, and DOES 1 through 10, inclusive
<b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Marc W. Rappel #097032; Amjad M. Khan #237325 Latham & Watkins LLP 355 South Grand Avenue Los Angeles, CA 90071-1560  T: (213) 485-1234 F: (213) 891-8763	<b>Attorneys (If Known)</b>

<b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)  <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)  <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	<b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b> (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;"></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> <th style="text-align: left;"></th> <th style="text-align: center;">PTF</th> <th style="text-align: center;">DEF</th> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;">4</td> <td style="text-align: center;">4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;">2</td> <td style="text-align: center;">2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> <td>Foreign Nation</td> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	1	1	Incorporated or Principal Place of Business in this State	4	4	Citizen of Another State	2	2	Incorporated and Principal Place of Business in Another State	5	5	Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6
	PTF	DEF		PTF	DEF																				
Citizen of This State	1	1	Incorporated or Principal Place of Business in this State	4	4																				
Citizen of Another State	2	2	Incorporated and Principal Place of Business in Another State	5	5																				
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6																				

**IV. ORIGIN** (Place an X in one box only.)  
☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from another district (specify):    ☐ 6 Multi-District Litigation    ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes    ☐ No (Check 'Yes' only if demanded in complaint.)    **To be proven at trial: injunctive relief.**

**CLASS ACTION under F.R.C.P. 23:** ☐ Yes    ☒ No    **MONEY DEMANDED IN COMPLAINT: \$**

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Trademark Infringement/False Designation of Origin (15 U.S.C. §§1114, 1125(a)); Counterfeiting (15 U.S.C. §1125(c)); Trademark Dilution (15 U.S.C. §1125(c)); Declaratory Relief (Fed.R.Civ.P. 57 & 28 U.S.C. §§2201 & 2202); California state law claims for Breach of Contract, Trademark Dilution, Counterfeiting and Unfair Competition

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
400 State Reapportionment	110 Insurance	310 Airplane	370 Other Fraud	510 Motions to Vacate Sentence	710 Fair Labor Standards Act
410 Antitrust	120 Marine	315 Airplane Product Liability	371 Truth in Lending	Habeas Corpus	720 Labor/Mgmt. Relations
430 Banks and Banking	130 Miller Act	320 Assault, Libel & Slander	380 Other Personal Property Damage	530 General	730 Labor/Mgmt. Reporting & Disclosure Act
450 Commerce/ICC Rates/etc.	140 Negotiable Instrument	330 Fed. Employers' Liability	385 Property Damage Product Liability	540 Mandamus/Other	740 Railway Labor Act
460 Deportation	150 Recovery of Overpayment & Enforcement of Judgment	340 Marine	<b>BANKRUPTCY</b>	550 Civil Rights	790 Other Labor Litigation
470 Racketeer Influenced and Corrupt Organizations	151 Medicare Act	345 Marine Product Liability	422 Appeal 28 USC 158	555 Prison Condition	791 Empl. Ret. Inc. Security Act
480 Consumer Credit	152 Recovery of Defaulted Student Loan (Excl. Veterans)	350 Motor Vehicle	423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<b>PROPERTY RIGHTS</b>
490 Cable/Sat TV	153 Recovery of Overpayment of Veteran's Benefits	355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	610 Agriculture	820 Copyrights
810 Selective Service	160 Stockholders' Suits	360 Other Personal Injury	441 Voting	620 Other Food & Drug	830 Patent
850 Securities/Commodities/Exchange	190 Other Contract	362 Personal Injury-Med Malpractice	442 Employment	625 Drug Related Seizure of Property 21 USC 881	<input checked="" type="checkbox"/> 840 Trademark
875 Customer Challenge 12 USC 3410	195 Contract Product Liability	365 Personal Injury-Product Liability	443 Housing/Accommodations	630 Liquor Laws	<b>SOCIAL SECURITY</b>
890 Other Statutory Actions	196 Franchise	368 Asbestos Personal Injury Product Liability	444 Welfare	640 R.R. & Truck	861 HIA (1395ff)
891 Agricultural Act	<b>REAL PROPERTY</b>	<b>IMMIGRATION</b>	445 American with Disabilities - Employment	650 Airline Regs	862 Black Lung (923)
892 Economic Stabilization Act	210 Land Condemnation	462 Naturalization Application	446 American with Disabilities - Other	660 Occupational Safety/Health	863 DIWC/DIWW (405(g))
893 Environmental Matters	220 Foreclosure	463 Habeas Corpus-Alien Detainee	440 Other Civil Rights	690 Other	864 SSID Title XVI
894 Energy Allocation Act	230 Rent Lease & Ejectment	465 Other Immigration Actions			865 RSI (405(g))
895 Freedom of Info. Act	240 Torts to Land				<b>FEDERAL TAX SUITS</b>
900 Appeal of Fee Determination Under Equal Access to Justice	245 Tort Product Liability				870 Taxes (U.S. Plaintiff or Defendant)
950 Constitutionality of State Statutes	290 All Other Real Property				871 IRS - Third Party 26 USC 7609

**FOR OFFICE USE ONLY:** Case Number: **CV10-3535**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or  
 B. Call for determination of the same or substantially related or similar questions of law and fact; or  
 C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
 D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Plaintiff A-List, Inc. - Los Angeles	
Plaintiff Fraser Ross - Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Def: Lucas Design International, Inc. - Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

**Note: In land condemnation cases, use the location of the tract of land involved.**

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
All claims - Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note:** In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): \_\_\_\_\_

Date 5/11/2010

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))